

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
SHREYA MANDEL, et al.,

Plaintiffs,

-against-

THE CITY OF NEW YORK, et al.,

Defendants.  
----- X

STIPULATION OF  
SETTLEMENT AND  
ORDER OF DISMISSAL

02 Civ.1234 (WHP)(FM)

WHEREAS, plaintiffs Robert Jereski, Darren Kramer, Emily Maxwell, Stephanie DePaola, William Monaghan, Rachel Pfeffer, Amy Starcheski, James Van Bramer, Meryl Steven Rasmussen, Keri Annette Mesner, Erin Kelly, Sam Bain, Evelyn Tamarin and Cecilia Dougherty commenced this action by filing a complaint on or about February 15, 2002, alleging that defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed as to the plaintiffs Robert Jereski, Darren Kramer, Emily Maxwell, Stephanie DePaola, William Monaghan, Rachel Pfeffer, Amy Starcheski, James Van Bramer, Meryl Steven Rasmussen, Keri Annette Mesner, Erin Kelly, Sam Bain, Evelyn Tamarin and Cecilia Dougherty, with prejudice, and without costs,

expenses, or fees in excess of the amount specified in paragraph “2” through paragraph “15” below.

2. Defendant City of New York hereby agrees to pay plaintiff Robert Jereski the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Defendant City of New York hereby agrees to pay plaintiff Darren Kramer the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

4. Defendant City of New York hereby agrees to pay plaintiff Emily Maxwell the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for

costs, expenses and attorney fees.

5. Defendant City of New York hereby agrees to pay plaintiff Stephanie DePaola the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

6. Defendant City of New York hereby agrees to pay plaintiff William Monaghan the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

7. Defendant City of New York hereby agrees to pay plaintiff Rachel Pferrer the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

8. Defendant City of New York hereby agrees to pay plaintiff Amy Starecheski the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

9. Defendant City of New York hereby agrees to pay plaintiff James Van Bramer the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

10. Defendant City of New York hereby agrees to pay plaintiff Meryl Steven Rasmussen the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

11. Defendant City of New York hereby agrees to pay plaintiff Kerri Annette Mesner

the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

12. Defendant City of New York hereby agrees to pay plaintiff Erin Kelly the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

13. Defendant City of New York hereby agrees to pay plaintiff Sam Bain the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

14. Defendant City of New York hereby agrees to pay plaintiff Evelyn Tamarin the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for

costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

15. Defendant City of New York hereby agrees to pay plaintiff Cecilia Dougherty the sum of Five Thousand (\$5,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to dismissal of all the claims against defendants and to release any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

16. Plaintiffs Robert Jereski, Darren Kramer, Emily Maxwell, Stephanie DePaola, William Monaghan, Rachel Pfeffer, Amy Starcheski, James Van Bramer, Menil Steven Rasmussen, Kern Annette Mesner, Enin Kelly, Sam Bain, Evelyn Tamarin and Cecilia Dougherty shall execute and deliver to defendants all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph 2 above and Affidavits of No Liens.

17. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws

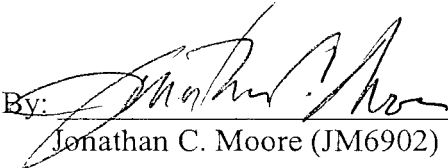
of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

18. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof

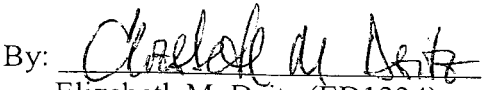
19. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
June 14, 2006

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SO ORDERED:

  
U.S.D.J. 3/31/08